

**A RESOLUTION**

**05-*R*-0495**

**BY FINANCE/EXECUTIVE COMMITTEE**

**AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO UTILIZE THE STATE OF GEORGIA CONTRACT 980-020-110165 WITH ORACLE CORPORATION FOR THE PURCHASE OF SOFTWARE LICENSES AND SERVICE AGREEMENTS FOR GENERAL FUND AND DEPARTMENT OF WATERSHED MANAGEMENT ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY EIGHT THOUSAND THIRTY FOUR DOLLARS AND NO CENTS \$268,034.00. ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 2M01 INTERNAL FUND, 521106 ELECTRONIC MEDIA, E11001 OFFICE OF THE CIO**

**WHEREAS**, the City of Atlanta the “City” Department of Information Technology, desires to purchase Software Licenses and Service Agreements to perform their daily operations; and

**WHEREAS**, pursuant to the City’s Procurement and Real Estate Code of Ordinances § 2-1606, the Chief Procurement Officer may procure supplies, services or construction items through contracts established by the purchasing division of the State where such contracts and contractors substantially meet the requirements of this article; and

**WHEREAS**, the Chief Information Officer of the Department of Information Technology and the Chief Procurement Officer recommend utilizing the State of Georgia Contract 980-020-110165 with Oracle Corporation to purchase Software Licenses and Service Agreements to perform their daily operations.

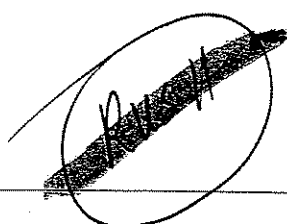
**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Chief Procurement Officer is hereby authorized to utilize the State of Georgia Contract 980-020-110165 pursuant to § 2-1606 of the City of Atlanta Code of Ordinances to purchase Software Licenses and Service Agreements to perform daily operations for the Department of Information Technology in an amount not to exceed \$268,034.00.

**BE IT FURTHER RESOLVED**, that the Chief Procurement Officer be and is hereby directed to prepare the appropriate contractual agreement.

**BE IT FURTHER RESOLVED**, that the contractual agreement shall not become binding on the City, and the City shall incur no liability upon same until such agreement has been delivered to the contracting party.

**BE IT FURTHER RESOLVED**, that all contracted work shall be charged to and paid from Fund, Account and Center number: 2M01 Internal Fund, 521106 Electronic Media, E11001 Office of the CIO.

# REQUISITION



REQUISITION NUMBER

E1105A06

BUY ENTITY

PROC

REQUESTER I.D.

471

SHIP-TO CODE

055

FAC

2M01

521106

E11001

FUND  
(COMPANY)

Internal

ACCOUNT

Electronic Media

CENTER

ofc. of the CIO

DATE NEEDED:

02/28/2005

LINE #	ITEM NUMBER	DESCRIPTION	QTY	UOM	UNIT PRICE	ESTIMATED AMOUNT
	9226001	Oracle Annual Software Lic, Maintenance & support				
		General fund Agency	1		204,594.00	\$204,594.00
		Watershed Dept	1		63,440.00	\$63,440.00
		State of GA contract GTA# 980020 110165				
		Multiple FAC				
TOTAL					\$	268,034.00

SUGGESTED VENDOR Oracle

VENDOR NUMBER

P2347 02

DEPARTMENT

Information Technology

BUREAU

CONTACT PERSON Anana Evans

DATE COMPLETED 02/20/2005

PHONE NUMBER ext 5013

I, the undersigned, certifies that funds are available at the budget adoption level for all items.

AUTHORIZED SIGNATURE

*Abe Kam*

*Adrian P. ...*

*BA 2/22/05*  
*2/22/05*



## ORDERING DOCUMENT

**Customer Name** CITY OF ATLANTA  
**Customer Location** Dept. of Information Technology  
55 Trinity Avenue SW  
Suite G300  
ATLANTA  
GA 30303

### ORACLE CONTRACT INFORMATION

**Agreement** Software License and Services Agreement  
**Agreement Name** SLSA-23875-21-MAY-2001

This Ordering Document incorporates by reference the terms of the Agreement specified above ("Agreement").

### A. PROGRAMS

Customer hereby orders the Program licenses and Services described herein for use in United States, unless otherwise specified.

All fees on this Ordering Document are in US Dollars

Product Description / License Type	Quantity	List Fee	Discount %	Net Fee
Change Management Pack - Processor Perpetual	4			
License		12,000.00	35	7,800.00
Software Updates		1,800.00	35	1,170.00
Product Support		840.00	35	546.00
Diagnostics Pack - Processor Perpetual	4			
License		12,000.00	35	7,800.00
Software Updates		1,800.00	35	1,170.00
Product Support		840.00	35	546.00
Internet Application Server Enterprise Edition - Processor Perpetual	2			
License		40,000.00	35	26,000.00
Software Updates		6,000.00	35	3,900.00
Product Support		2,800.00	35	1,820.00
Internet Developer Suite - Named User Plus Perpetual	2			
License		10,000.00	35	6,500.00
Software Updates		1,500.00	35	975.00
Product Support		700.00	35	455.00
Oracle Database Enterprise Edition - Processor Perpetual	4			
License		160,000.00	35	104,000.00
Software Updates		24,000.00	35	15,600.00
Product Support		11,200.00	35	7,280.00
Oracle Database Standard Edition - Processor Perpetual	6			
License		90,000.00	35	58,500.00
Software Updates		13,500.00	35	8,775.00
Product Support		6,300.00	35	4,095.00
Programmer - Named User Plus Perpetual	2			
License		2,000.00	35	1,300.00
Software Updates		300.00	35	195.00
Product Support		140.00	35	91.00
Tuning Pack - Processor Perpetual	4			
License		12,000.00	35	7,800.00
Software Updates		1,800.00	35	1,170.00
Product Support		840.00	35	546.00

	List Fee	Discount %	Net Fee
License Fees	338,000.00	35	219,700.00
Product Support Fees	23,660.00	35	15,379.00
Software Updates Fees	50,700.00	35	32,955.00
Net Fees			268,034.00
<b>Total Fees</b>			<b>268,034.00</b>

## B. General Terms

### 1 Technical Support

Technical Support consists of Software Updates, Product Support and/or other Technical Support services Customer may have ordered. Fees for Technical Support are due and payable quarterly in arrears. Technical Support acquired under this Ordering Document shall be for a period of 12 months. Technical Support is effective upon the Effective Date of this Ordering Document.

### 2 Miscellaneous

Customer acknowledges that Oracle has delivered to the Customer Location, 1 copy of the software media and 1 set of Documentation (in the form generally available) for each Program listed in Section A that is currently available in production release as of the Effective Date of this Ordering Document. Some Programs may also include any source code Oracle may provide as part of its standard shipment of such Programs, which source code shall be governed by the terms of the Agreement. Customer shall be responsible for installation of the software. All fees due under this Ordering Document shall be non-cancellable and the sums paid nonrefundable, except as provided in the Agreement. Customer agrees to pay applicable media and shipping charges. Provided Customer continuously maintains Software Updates, additional CD Packs for the Programs provided under this Ordering Document may be ordered through the Oracle Store at the standard CD Pack price. If Customer loses or damages the media containing a Program licensed hereunder, upon Customer's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. The following shipping terms shall apply: FCA Shipping Point, Prepaid, and Add. These terms shall also apply to any options exercised by Customer.

Additional Programs may be included with Customer's order which Customer may use for trial purposes only. Customer shall have 30 days from the delivery date to evaluate these Programs. Any use of these Programs after the 30 day trial period shall require Customer to obtain the applicable license. Programs licensed for trial purposes are provided "as is" and Oracle does not provide Technical Support or any warranties of any kind for these Programs.

The Program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services Customer may receive or has received from Oracle and do not require Customer to purchase Oracle's consulting services. Customer agrees that Customer has not relied on the future availability of any Programs or releases in entering into the payment obligations in this Ordering Document.

## C. Other

### 1 Customer Reference

In consideration of the discounts granted to Customer under this Ordering Document, Oracle may refer to Customer as a customer in sales presentations, marketing vehicles and activities. In addition Customer agrees to become part of Oracle's reference program by working with a representative from Oracle Marketing to develop a customer profile for use on Oracle.com and for other promotional activities at Oracle's discretion. The profile will include a quote from an executive of Customer's company and Customer's company logo.

### 2 Order of Precedence

In the event of any inconsistencies between the Agreement and this Ordering Document, this Ordering Document shall take precedence.

**Technical Contact** CITY OF ATLANTA

**Location** Dept. of Information Technology  
55 Trinity Avenue SW  
Suite G300  
ATLANTA  
GA 30303

**Contact** Abe Kani

**Phone** 404-330-6110

**Fax** 404-658-6688

**Email Address** abe.kani@atlanta.gov

**Contract Administrator** CITY OF ATLANTA

**Location** Dept. of Information Technology  
55 Trinity Avenue SW  
Suite G300  
ATLANTA  
GA 30303

**Contact** Abe Kani

**Phone** 404-330-6110

**Fax** 404-658-6688

**Email Address** abe.kani@atlanta.gov

By signing below, Customer and Oracle agree that the Agreement and this Ordering Document constitute the entire agreement between Customer and Oracle with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions, on the Customer's purchase order or elsewhere, shall apply. This Ordering Document shall become binding upon execution by Customer and acceptance by Oracle. If this Ordering Document is not signed by Customer on or before February 28, 2005, the fees and terms set forth herein may be subject to change at Oracle's discretion ("Offer Validity Period").

CITY OF ATLANTA


**Signature**

**Name**

**Title**

**Signature Date**

**Effective Date**

  
Adam Smith  
CPD

ORACLE CORPORATION

**Signature**

**Name**

**Title**

**Signature Date**

(to be completed by Oracle)



# Oracle Government, Education, and Healthcare

City of Atlanta

Draft Quotation - Subject to Oracle Management Approval

Quote Prepared By: Raina Giddings 404-688-0964

Anana Evans

Quote Prepared for:

Program	Qty	License Term	License Type	License List Price	Product Support With Updates List Price	Discount	License Credits	License Fee	Product Support	Software Updates	Total Product and Update Support
Oracle Database Standard Edition Enterprise Edition Enterprise Managers	6	Perpetual	Processor	\$90,000.00	\$19,800.00	35%	\$0.00	\$58,500.00	\$4,095.00	\$8,775.00	\$12,870.00
Enterprise Managers	4	Perpetual	Processor	\$160,000.00	\$35,200.00	35%	\$0.00	\$104,000.00	\$7,280.00	\$15,600.00	\$22,880.00
Diagnostics Management Pack	4	Perpetual	Processor	\$12,000.00	\$2,640.00	35%	\$0.00	\$7,800.00	\$546.00	\$1,170.00	\$1,716.00
Tuning Management Pack	4	Perpetual	Processor	\$12,000.00	\$2,640.00	35%	\$0.00	\$7,800.00	\$546.00	\$1,170.00	\$1,716.00
Change Management Pack	4	Perpetual	Processor	\$12,000.00	\$2,640.00	35%	\$0.00	\$7,800.00	\$546.00	\$1,170.00	\$1,716.00
Internet Application Server	2	Perpetual	Processor	\$40,000.00	\$8,800.00	35%	\$0.00	\$26,000.00	\$1,820.00	\$3,900.00	\$5,720.00
Enterprise Edition	2	Perpetual	Named User Plus	\$10,000.00	\$2,200.00	35%	\$0.00	\$6,500.00	\$455.00	\$975.00	\$1,430.00
Internet Developer Suite (IDS)	2	Perpetual	Named User Plus	\$2,000.00	\$440.00	35%	\$0.00	\$1,300.00	\$91.00	\$195.00	\$286.00
Programmer											
Total Oracle Server and Tools Programs				\$338,000.00	\$74,360.00		\$0.00	\$219,700.00	\$15,379.00	\$32,955.00	\$48,334.00
Additional Support Fees											
CD Pack Fees											
Standard CD Pack	-	N/A	Standard CD Pack	N/A	\$0.00	N/A	N/A	N/A	\$0.00	N/A	\$0.00
Double CD Pack	-	N/A	Double CD Packs	N/A	\$0.00	N/A	N/A	N/A	\$0.00	N/A	\$0.00
High Priced Magnetic Media Packs	-	N/A	High Priced Magnetic Media Packs	N/A	\$0.00	N/A	N/A	N/A	\$0.00	N/A	\$0.00
Small CD Packs (<3 CDs)	-	N/A	Small CD Packs (<3 CDs)	N/A	\$0.00	N/A	N/A	N/A	\$0.00	N/A	\$0.00
Total Additional Support Fees					\$0.00				\$0.00	\$0.00	\$0.00

Grand Total:

\$338,000.00 \$74,360.00 \$219,700.00 \$15,379.00 \$32,955.00 \$48,334.00

Total Licenses:

\$219,700.00

Year 1 Net New Annual Product Support:

\$15,379.00

1 Net New Annual Updates Rights Support:

\$32,955.00

1 Existing Support Annual Product Support:

\$0.00

ing Support Annual Updates Rights Support:

\$0.00

Reinstatement Fees:

\$0.00

Education

\$0.00

Consulting

\$0.00

CD Media Packs

\$0.00

On-Site/Incident Support:

\$0.00

eBusiness Suite Upgrade Fee:

\$0.00

Total Fees due as of Effective Date:

\$268,034.00

Sales Tax is not included

Quote Valid Through:

February 23, 2005

Notes:

GTA Contract #: 980-020-110165

## Legislation White Paper

Committee of Purview:

### **Caption**

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Information Technology with Oracle Corporation for the purchase of Software Licenses and Service Agreements in an amount not to exceed two hundred sixty eight thousand thirty four dollars and no cents \$268,034.00. All contract work shall be charged to and paid from fund account and center number: 2M01 Internal Fund, 521106 Electronic Media, E11001 Office of the CIO.

Council Meeting Date: February 28, 2005

Legislation Title: Resolution authorizing the Mayor to enter into a contractual agreement with Oracle Corporation for the purchase of Software Licenses and Service Agreements

Requesting Department: Department of Information Technology

Source Selection: State of Georgia Contract 980-020-110165

Fund Account Center: 2M01 Internal Fund, 521106 Electronic Media  
E11001 Office of the CIO

Prepared By: Brenda M. Armstrong, Buyer Senior